

JULY 1, 2002 through JUNE 30, 2007

UPPER LEVEL SUPERVISORS - CWA LOCAL 1032
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

and

MERCER COUNTY, NJ

TOWNSHIP OF HAMILTON

Between the

AGREEMENT

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SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, fringe benefits, and of other terms and conditions of employment for all full-time permanent and professional employees, and permanent part-time employees (defined as employees who must work a minimum of 20 hours per week), in the classifications listed under the Appendix attached hereto, and for such additional classifications as the parties may later agree to include.

SECTION II: Excluded are-

A. Seasonal Employees
 B. Part-time Provisional and Temporary Employees
 C. Managerial Executives
 D. Policemen
 E. Employees Represented by Other Certified Bargaining Units
 F. Confidential Employees
 G. Craft Employees
 H. All Non-Supervisory Employees

RECOGNITION

ARTICLE I

This Agreement made between the Township of Hamilton, hereinafter referred to as the "Employer," and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," covering employees in the Hamilton Township Supervisory Association, has as its purpose the improvement and promotion of harmonious employee relations between the Township and its employees represented by the Union, the establishment of equitable wages, hours of work, and other terms and conditions of employment.

and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the employee relations between the Township and its employees represented by the Union, the establishment of equitable wages, hours of work, and other terms and conditions of employment.

PREAMBLE

promises of the Employer.

provisions of this Agreement. Representatives of the Union, who are not employees, shall be admitted on the Employer; and consult with the Employer or other Union representatives concerning the enforcement of any non-working time; attend negotiation meetings; transmit communications authorized by the Union or its officers to pay, Union representatives shall be allowed to: post Union notices; accept Union membership during all employees SECTION III: The Employer agrees that, during working hours on Township premises and without loss of

Employer to the Union for its exclusive use.

SECTION II: The Employer will provide one (1) bulletin board per building in a place designated by the

order to conform more closely with Civil Services rules and regulations. changes affecting personnel due to transfer or promotion within a reasonable time after the issuance of such notice in SECTION I: The Union President will be notified in writing by the Employer or its designee of any

GENERAL PROVISIONS

ARTICLE III

otherwise, except as they may be otherwise specifically limited in this Agreement. designing, engineering and the control of equipment and materials; to purchase services of others; to contract or necessary; machinery and tool equipment methods; schedules of work together with the selection, procurement, installations, etc.; to determine the work to be performed within the Unit; maintenance and repair; amount of supervision worked; to relieve employees from duty because of lack of work; to decide the number and location of its facilities, suspended, or discharge for just cause; to assign, promote or transfer; to determine the amount of overtime to be including, but not limited to the following rights. Select and direct the working forces, including the right to hire, order and efficiency, are solely the responsibility of the Employer. Accordingly, the Employer retains all rights, It is recognized that the management of the Township, the control of its properties and the maintenance of

MANAGEMENT RIGHTS

ARTICLE II

SECTION VI: The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with working apparel, tools or devices deemed necessary in order to ensure their safety and health. When such materials are issued, it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union's safety committee member reasonable time to investigate safety and health complaints in his department during his working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety committee member will accompany the Union representative on his investigation.

The Employer will make a reasonable effort for the safety and health of its employees and

SECTION VI: Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to him. Such response will be included in the personnel file, attached to and retimed with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

SECTION VI: Upon request and with reasonable notice, an employee shall have an opportunity to review

SECTION V: Employees have the responsibility to notify their supervisor in accordance with departmental regulations prior to the beginning of the employees starting time if they are to be tardy or absent. If for some reason the employee is unable to call prior to his starting time, he must make a notification within the first hour of work except in a continuous operation. Continuous operation employees will be required to call prior to the start of the shift, or will be subject to disciplinary action.

SECTION V: Employees have the responsibility to notify their supervisor in accordance with departmental

SECTION IV: The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in layoffs of any employees covered by this Agreement.

which such deductions were made.

Deeduction of Union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Treasurer, Communications Workers of America, AFL-CIO, Local 1032, 67 Scotch Road, Ewing, NJ 08628 by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in

employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the employee. The Township agrees to deduct said dues each month commencing with the third (3rd) month of employment of such furnish a written authorization for deduction of union dues, an amount equal to 85 percent of the present union dues. The Township agrees to deduct from the pay of each employee covered by this Agreement who does not

intervacable during the term of this Agreement.

Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the agrees to deduct the regular monthly Union dues of said employee from his paycheck. This deduction will be SECTION X: Upon receipt of a lawfully executed written authorization from an employee, the Employer

employees in the Unit without discrimination.

Union membership or non-membership. The Union recognizes its responsibility as the exclusive representative for all members of the Union and further that there shall be no discrimination or coercion against any employee because of The Employer and the Union agree not to interfere with the rights of employees to become or not to become employees from either management or the Union.

These agreements are not intended to limit the freedom of speech of the Union or its members.

conduct of the parties during the term of this Agreement.

is further agreed that the requirements of negotiability, as set forth in statutes and amendments thereto, shall guide the SECTION VII: It is agreed that the parties shall refrain from the commitment of any unfair practice and it

representative may be an attorney.

the employee shall present his complaint to Civil Service directly. The Union may represent the employee and its
of rights and privileges specified in Civil Service Laws and rules, for which there are specific appeals to Civil Service,
SECTION III: Matters Beyond the Scope of Grievability: When a grievance involves an alleged violation

exclusive vehicle for the settlement of employee grievances under Civil Service Rules.

problems arising from the administration of this Agreement or other conditions of employment and to provide an
SECTION II: Purpose: The purpose of this procedure is to assure prompt and equitable solutions to

conditions of employment applicable to the agency or department head which employs the grievant.
misinterpretation or misapplication of rules or regulations, existing policy, or orders affecting the terms and
improper application of the terms of this Agreement, or are non-contractual if based on a claimed violation,
SECTION I: Grievance Defined: Grievances are contractual if based on a breach, misinterpretation or

GRIEVANCE PROCEDURE

ARTICLE IV

agreed that verbal and/or physical harassment of an employee is inappropriate.
SECTION XIII: Common Dignity and Respect Clause: The Employer and the Union agree that the work
environment shall be characterized with respect for the common dignity to which all individuals are entitled. It is

designed functions. Should conflict arise, the parties agree to resolve the conflict through further discussion.
appropriate representatives of management who will respond to the Union in grievance procedure or other
of Union Shop Stewards (minimum 3) as mutually agreed to by the Employer and the Union. The Employer will
respective responsibilities and authority to act for the Union. The Employer agrees to recognize a reasonable number
SECTION XII: The Union has sole right and discretion to designate Shop Stewards and specify their
Agreement.

suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this
SECTION XI: The Union agrees to indemnify and hold the Employer harmless against any and all claims,

parts. The presentation of such grievance will be by the appropriate Union representative and one of the property be initiated at whichever is the first level of supervision common to the group, with the mutual consent of the E. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may

grievance may be initiated at or move to step 2 or step 3 without a hearing at a lower step.

D. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such

no further appeal or review.

prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the

limits will not be unreasonable withheld.

B. Time limits under this Article may be changed by mutual agreement and requests for extension of time

should reasonably have known of its occurrence. Other reference to days in this process are working days.

salary payments, the grievance may be timely filed within thirty (30) calendar days from the time the individual reasonably have known of its occurrence. Where a grievance exclusively involves an alleged error in calculation of is the subject of the grievance occurred or fifteen (15) working days from the date on which the grievant should

A. A grievance must be filed initially within fifteen (15) working days from the date on which the act which

as a final step.

Any grievance involving disciplinary action in excess of a written reprimand may include binding arbitration

of an appeal filed through the grievance procedure.

than six (6) days pay) than those from which appeal may be made to the Civil Service Commission may be the subject

Any disciplinary matter of less severity (e.g. reprimand, suspension of five (5) days or less, or fines of less

the Union President within 72 hours after the notice is issued to the employee.

nature of the discipline shall be given to the employee. The name of any employee so notified shall be transmitted to

If the Employer imposes discipline, written notice containing specifications of the nature of charges and the

level, and which decision will be final.

employees may use the grievance procedure as appeal against such actions, which procedure will be at the step 2

Union may represent the employee and its representation may be an attorney. In all other disciplinary actions,

in but not limited to Civil Service Rules 4:1-16.7 & 16.9, he shall appeal such action directly to Civil Service. The

Whenever a permanent employee shall be disciplined for just cause up to and including removal as set forth

to the Business Administrator or designee, who shall hear the grievance. Witnesses may be heard and pertinent Step 2: If the grievant is dissatisfied with the decision from Step 1, he may present his grievance in writing

the three (3) days, the grievant may then exercise the option within seven (7) days to proceed to the next step. Should the grievance not be satisfactorily resolved or should there be no response within conclusion of the hearing. Should the grievance not be satisfactorily resolved or should there be no response within three (3) days after the scheduled hearing shall be in writing to the grievant within three (3) days after the

Decisions after the hearing shall be in writing to the grievant within three (3) days after the be heard and pertinent records received. Who shall hear the grievance. The grievant may be represented by a Union employee representative. Witnesses may basis. If the matter is not resolved informally, the grievant may present a grievance in writing to the department head, Step 1: An employee may orally present and discuss his problem with his department head on an informal

SECTION VI: Grievance Steps:

terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

J. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any Union

any step or terminate an employee's grievance at any step shall be final as to the interest of the grievant and the or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at I. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration

suffer any reprisal, either direct or indirect, as a result of such use.

H. It is agreed that an employee in the use of this grievance procedure shall not be coerced, intimidated or procedure.

G. Union representatives may have the right to question any witnesses who appear at any step of this held during their normal scheduled working hours.

and a reasonable number of witnesses without loss of pay for the time of appearance and travel time if the hearing is F. Time-off for grievance hearings will be granted to the grievant (1), the Union employee representative,

grievants, it shall be the option of the Employer to consolidate such grievances for hearing as a group grievance. Grievants designated by the Union. Where individual grievances concerning the same matter are filed by several

after review, no agreement to continue the assignment can be made, or if there is no review after sixty (60) title assignment beyond sixty (60) days, the parties agree to meet and review the status of the assignment. If Out-of-title work shall not exceed sixty (60) days. Should the employer find it necessary to continue the out-of

OUT-OF-TITLE WORK

ARTICLE V

C. A grievance may be appealed by either of the aforementioned processes but not to both.

the terms of this Agreement.

Employer and the Union. The arbitrator shall interpret this Agreement as written and shall not alter, amend, or add to award in writing. The award shall be final and binding. The cost of the arbitrator's fees shall be shared by the within 30 days after receiving the list, the Commission shall appoint an arbitrator to hear the matter and render his to the Employer and the Union. If the Employer and the Union cannot mutually choose a satisfactory arbitrator Relations Commission that they are moving the grievance to arbitration and request a list of arbitrators to be furnished Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment

arbitration within 30 days from the time the answer in writing from either was due.

grievance involves an arbitrable dispute, either the Employer or the Union, or both, may move the grievance to B. Arbitration: If no settlement of a contractual grievance is reached between the parties and if the records received.

represented by Union representatives and/or an employee representative. Witnesses may be heard and pertinent review if the grievance does not involve an arbitrable dispute. When the review is scheduled, the grievant may be by the Business Administrator or designee, he, may appeal the grievance to the Civil Service Commission for a A. Civil Service Review: If the grievant is dissatisfied with the disposition of a non-contractual grievance

Step 3

the three (3) days, the grievant may then exercise the option within seven (7) days to proceed to the next step. Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved or there be no response within three (3) days, the grievant may be represented by the Union non-employee representatives and/or an employee records received. The grievant may be represented by the Union non-employee representatives and/or an employee representative.

representative.

12AM-8AM shift will receive shift differential in addition to their regular pay in the amount of \$.95 cents per hour. Employees that are regularly assigned to the 4PM-12AM shift will receive shift differential in the amount of \$.90 cents per hour. Employees that are regularly assigned to the 12AM-8AM shift will receive shift differential in addition to their regular pay in the amount of \$.95 cents per hour.

Section III: Shift Differential: Employees that are regularly assigned to the 4PM-12AM shift

Participate.

Employees who volunteer to participate in flexible scheduling may be assigned reduced workweeks and different work hours. If employees who volunteer to participate in flexible scheduling affect the operation of any division those employees will not be eligible to flexible scheduling.

Union and management will negotiate a process to provide for a case-by-case basis flexible scheduling.

at the discretion of the Mayor and/or his designee, and will not be subject to the grievance procedure.

general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency will be such emergency work, when required. Emergency is hereby defined as the period of time when the health, safety and employee shall be subject to call for emergency duty and it is each employee's responsibility to cooperate and accept assignments shall be made according to the seniority provisions of the Agreement. In an emergency, each and every employee shall be subject to call for emergency duty and it is each employee's responsibility to cooperate and accept assignments shall be made according to the seniority provisions of the Agreement. In an emergency, each and every

SECTION II: Work Schedule: Except for emergency situations, changes in work schedules and

inclusive. For payroll purposes, the workweek shall commence every Monday at 7:00 a.m.

SECTION I: Workweek: The workweek shall consist of 5 consecutive days, Monday through Saturday

ARTICLE VI

HOURS OF WORK

Management may select any of the top three senior employees, in the next lower rated job titles, for any out of title assignments.

return to his/her original job duties, provided no other employee is assigned the higher job classification, duties days, the employer shall make the change permanent according to Civil Service rules or the employee shall or responsibilities.

declared by Proclamation of the Township government.

SECTION III: In addition to the aforementioned holidays, the Employer will grant a holiday whenever

the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

SECTION II: In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In

- 14. Christmas Day
- 13. Day after Thanksgiving
- 12. Thanksgiving Day
- 11. Veterans Day
- 10. General Election Day
- 9. Columbus Day
- 8. Labor Day
- 7. Independence Day
- 6. Memorial Day
- 5. Good Friday
- 4. Washington's Birthday
- 3. Lincoln's Birthday
- 2. Martin Luther King's Birthday
- 1. New Year's Day

SECTION I: The following days will be recognized as the paid holidays under the term of this Agreement:

ARTICLE VII HOLIDAYS

overtime in accordance with those provisions in the contract.

employees will not receive compensatory time. Employees scheduled to work on their scheduled day off will receive

If Township offices are closed down due to an emergency, employees working non-traditional work

time. The Mayor or his designee will determine when emergency conditions are lifted.

be sent home. If emergency conditions are lifted employees that work on other shifts will not receive compensatory

If Township offices are closed down due to an emergency, employees that are not required to be at work will

due to a holiday all other employees working the same day will be granted compensatory time.

SECTION IV: EARLY DISMISSAL PROVISIONS: If Township employees are dismissed early

no circumstances will overtime be paid in conjunction with shift differential.

No other employees are eligible for shift differential. However employees on other shifts are eligible for overtime. In

benefits. Employees may use sick days in quarter (1/4) day increments.

Combined leave benefits are credited to all permanent employees in advance of January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full 12 months during the year. If the employee does not work 12 months during the year, combined leave benefits will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing combined leave accordingly.

Combined leave benefits for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or fifteen (15) days per year. Combined leave benefits for professional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

For the purpose of benefit accumulation, accrual sick leave and family leave are combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

Family Leave benefits are granted to employees for emergency attendance upon the member of the immediate family who is seriously ill and requires their presence or because of death in the immediate family. Personal illness, accident or exposure to a contagious disease.

SECTION I: Paid Sick Leave: Sick leave for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or 15 days per year. Sick leave days for provisional and temporary employees shall accumulate on the basis of 1 day per month or 12 days per year.

Sick leave benefits are granted to employees when they are unable to perform their work by reason of

LEAVES OF ABSENCE

ARTICLE VIII

not be eligible for holiday pay.

SECTION V: Whenever a holiday falls during the time an employee is utilizing combined leave, benefits that day will not be considered a combined leave benefit. Employees who are on leave of absence without pay will

SECTION 1: In order to qualify for holiday pay, employees must work when scheduled workday immediately preceding and scheduled immediately following the holiday, unless on excused absence.

Any amount of combined leave benefits not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to combined leave benefits, his superior shall be notified prior to the employee's starting time or in conformance with department regulations. An employee shall continue to accrue while any employee is on any leave with pay. Combined leave benefits shall continue to accrue while an employee is on any leave without pay except military leave. Not accrue while an employee is on any leave without pay except military leave.

Combined leave benefits will be at a rate equivalent to that payable if the employee were present for work. Combined leave benefits will be at a rate equivalent to that payable if the employee were present for work. If the employee does not work twelve (12) months during the year, sick leave will be pro-rated accordingly. Paid time off sick leave, his superior shall be notified prior to the employee's starting time or in conformance with department regulations. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified prior to the employee's starting time or in conformance with department regulations.

Sick leave is not to be used for personal business. When sick leave is so improperly used, the employee is subject to disciplinary measures which can result in their removal. The employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this request.

Employees having accumulated ten (10) or more of their credited fifteen (15) sick days for the year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick pay option must exercise the option by December last of the year in which the requirements have been met. Any decision to exercise this option, subsequent to December last of the year in which the requirements have been met, shall not be recognized.

of excused absence which occurs during his normal work week, but in no event more than 8 hours pay for any 1 day. purposes, commencing the day after date of death. The employee will be paid his regular hourly rate for any such day employee, said employee shall be excused from work for a period not to exceed five (5) work days for grieving grandchildren, grandparents, son-in-law, daughter-in-law or any other relative living in the household of the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, A. In the event of the death of a member of the immediate family of any employee covered by this

SECTION III: Bereavement Leave:

and use more than 15 sick days in a calendar year may earn their sick time on a pro-rated basis the next year. leave exceeding 5 days for the subsequent calendar year. Employees that have been found to abuse their sick time In addition, the employee will be required to submit supporting statements from a treating physician for any sick Employees who are officially found to be abusing the sick leave provision will be disciplined accordingly. the balance of the calendar year.

warn the employee that after the 10th occurrence supporting statements from a treating physician will be required for Management will track sick leave use and counsel employees as needed, but at least after 8 occurrences and towards the maximum.

separate occurrences during the calendar year. Quarter and half sick days will count towards the 10. Absences a treating physician for any period of absence due to illness of 3 consecutive days or more or for more than 10 documented with a supporting medical statement from a treating physician prior to the 10th occurrence will not count SECTION II: Sick Time Abuse Language: The employee may require a supporting medical certificate from

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal family who is seriously ill and requires their presence or because of death in the immediate family consisting of illness, accident or exposure to a contagious disease, or for emergency attendance upon the member of the immediate father, mother, wife, husband, child, sister, or brother.

Sick leave while an employee is on any leave without pay except military leave.

Sick leave credits shall continue to accrue while any employee is on any leave with pay. Credit shall not accrue while an employee is on any leave without pay except military leave.

shift.

in their previous position. Their work schedule can only be adjusted by two hours at the beginning or end of their approval from the Township physician. Employees will be required to work the same amount of hours as mandated injury may be assigned limited duty. These assignments will be distributed by the Personnel Department with

SECTION V: LIMITED DUTY POLICY: Employees that are out on a work related or non-work related

after careful consideration of the nature of accident and disability.

privileges, or benefits. Extension of the above limits may be applied upon approval of the Township Administration job classifications and shifts at the appropriate rate of pay with no loss of seniority or other employee rights. Employees returning from authorized leave of absence, as set forth above, will be restored to their original from the date of injury.

Workers Compensation Act for temporary disability. Such leave shall be limited to a maximum of six (6) months employee for disability leave shall be reduced by the amount of Workers Compensation paid under the N.J. the injury when substantiated by the Employer's physician. Any amount of salary or wages paid or payable to such an specifies that the injury requires a disability release from employment. Employees will be reimbursed to the date of granted a leave of absence with full pay from the day of injury provided that a physician authorized by the Employer SECTION IV: Occupational Injury: Any employee who is disabled because of occupational injury shall be

E. The Employer may require proof of relationship when the relationship is not common knowledge.

pyramiding of benefits.

working and that employees will receive only one benefit at one particular time. This is to say, there will be no D. It is intended that the above payment to be made for such period only that the employee would have been the day of the funeral if he is scheduled to work.

C. In the event of the death of an employee's step parents, aunt or uncle, the employee may be excused for for the day before and the day of the funeral if they are scheduled to work.

B. In the event of the death of any employee's brother-in-law or sister-in-law, the employee may be excused

Full-time employees, who have completed six (6) months of employment, shall be entitled to one (1) day of administrative leave of absence with pay in each calendar year for work related activities as specified in the Township

SECTION XII: Administrative Leave

SECTION XI: Witness Duty: When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, he shall be granted the necessary time-off without loss of pay to attend if such appearance is during his scheduled work shift, provided such appearance is work related. The employee shall notify his supervisor immediately of this requirement for time off and subsequently furnish evidence that the witness duty for which the had been requested was performed.

THE BILL OF THE N.J. CIVIL SERVICE RULES, TITLE 4.

SECTION X: Military Leave. Leave for military purposes shall be granted in accordance with Rule 4A:6.

SECTION IX: Maternity Leave: Maternity leave without pay may be granted for a period of six (6) months, provided the request for such leave is made in writing to the Personnel Division no later than the fourth month of pregnancy and approved by the Employer. Sicknes due to pregnancy shall be covered under the Sick Leave provision of this Agreement.

SECTION VII: PERSONAL DAYS: All employees covered under this Agreement shall be entitled to five (5) personal days. These personal days shall be granted with pay and taken when an employee must conduct personal business. Personal days shall not be taken in conjunction with vacation or sick leave and said days must be approved by the employer in advance of taking them. Personal days may be taken in half day (1/2) increments; must be taken during 48 hours in advance of taking them. Personal days may be taken in half day (1/2) increments; must be taken during the calendar year in which earned, and are not accruable.

SECTION VI: JURY DUTY: In the event that an employee is called to jury duty, he will be granted time off as the court requires. The employee's absence from work will not be counted against his regular vacation period or sick leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. All requests for jury duty must be filed in advance with the Personnel Department.

such employees on recall refuse to accept such employment.
 employees while there are employees on the recall list qualified to perform the duties of the vacant position unless
 necessary qualifications, skill, abilities and job-title for the work available. The Employer will not hire new
 C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the
 necessary qualifications, skills, abilities and job-title to perform whatever work may be available.

specified in Civil Service Rules.
 B. The Employer agrees that employee layoffs for bona fide reasons shall be according to procedures

qualifications, skills, abilities and job-title to perform whatever work may be available.
 A. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary

the Association of the need for such limitations.
 of budgetary limitations requiring a reduction of the number of employees in a given class after having first informed
 delinquency or misconduct on his part. The Employer may layoff an employee in the classified service for purposes
 SECTION II: Layoff is separation of a permanent employee from his position for reasons other than
 beginning with his latest date of hire as provisional or permanent employee.

SECTION I: Seniority is defined as an employee's continuous length of service with the Employer,

SENIORITY, LAYOFF, AND RECALL, PROMOTION

ARTICLE IX

which it was earned.
 Administrative leave may be scheduled in units of half (1/2) day and shall not accumulate beyond the calendar year in
 the use of this leave among employees within the same unit will be resolved on the basis of seniority.
 head if said request does not interfere with the proper conduct of Township functions. Conflicts in the requests for
 Personnel Policy Manual. Administrative leave shall be scheduled in advance and shall be granted by the department

improve or maintain operational effectiveness, or to provide employee development and job training or a balance of reassignment of employees may be made in accordance with the fiscal responsibilities of the Employer to

job classification and within the work unit, organizational unit or department.

SECTION II: Reassignment is the movement of an employee from one job assignment to another within his

B. Temporarily, if made for a period not exceeding 6 months.

A. Permanent, if made for indefinite periods.

Transfers are:

Transfer.

Assignment to another within the same job classification in another organizational unit or department within Hamilton

SECTION I: Transfer is the movement or change of an employee from one position or from one job-

TRANSFER AND REASSIGNMENT

ARTICLE X

necessary skill, ability and knowledge to perform the duties required of the higher rated job.

lower-rated job titles in the Department for any professional appointments provided the employee possesses the

SECTION VI: Management may select any of the top three senior employees in the next

the Department of Civil Service pursuant to statute and rules and regulations promulgated thereunder.

SECTION V: Promotion qualifications and procedures for permanent classified employees are governed by

SECTION IV: Civil Service rules and regulations shall prevail in all of the above.

laid off, recall, vacation schedules and work shifts.

times are equal as determined by the Employer, seniority shall be given preference in promotions, demotions,

SECTION III: In all applications of seniority under this Article where ability to perform work and physical

26 Years +.....one day per year up to a maximum of 35 days (effective Jan 1, 2004)

Appointments.....	1 day per month
One Year to Five Years	12 working days
Five to Ten Years	15 working days
Ten to Fifteen Years	20 working days
Fifteen to Twenty Years	25 working days
Twenty to Twenty-Five Years	30 working days

Date of Hire to December 1st of year of

service credit for vacation leave. Vacations with pay shall be granted to employees as follows:
 to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except
 to military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned
 service credit for vacation leave. Vacations with pay shall be granted to employees as follows:
SECTION I: All Full-time permanent and professional and permanent part-time employees shall be entitled

VACATIONS

ARTICLE XI

employee experience in any work area. Where such reassessments are not mutually agreed to, the Employer will
 make reassessments in the inverse order of the job classification seniority of the employees affected, given the above
 conditions, providing the employees are capable of doing the work and it is agreed that special qualification of a
 personal nature or special hardship which may result will be given due consideration.

Credits shall not accrue while an employee is on leave without pay, except for military leave.

SECTION VII: Vacation leave credit shall continue to accrue while an employee is on leave with pay.

the death.

calculated and paid to his estate in a sum of money equal to the compensation figured on his salary rate at the time of

SECTION VI: Upon the death of a permanent employee, any earned annual vacation leave shall be

allowance.

An employee, when retiring, shall be entitled to 1 year's vacation allowance plus any accrued vacation

have been carried over from the preceding calendar year.

months worked in the calendar year in which the separation becomes effective and any vacation leave which may employee who separated shall be entitled to the vacation allowance for the current year prorated upon the number of

calendar year of return and for the year preceding, providing the latter can be taken during the year of return. An

SECTION IV: A permanent employee who returns from military service is entitled to full allowance for the

superior to schedule off that excessive allowance so that no accrued vacation time will be lost.

earmed vacation in excess of one (1) calendar year's allowance as of October 1, the employee will meet with his vacation allowance may be carried forward into the next succeeding calendar year only. Where an employee has during the current calendar year at such time as permitted. Unused vacation, with a maximum of one year of earned

SECTION III: According to the Revised Statutes of N.J., Title II, 24A-1, vacation allowance must be taken

the employee's regular job on the pay day immediately preceding the employee's vacation period.

SECTION II: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for

quarter (1/4) day increments.

be computed on a calendar year basis; i.e. January 1 through December 31. Employees may use vacation time in between January 1 through September 30 inclusive is entitled to count that period as a year of service. Vacation shall For the purpose of computing years of service for vacation leave, anyone whose date of employment falls

reimbursing the Township of Hamilton any monies owed. Township of Hamilton the \$1,000 on a pro-rated basis. If employment is terminated the employee is responsible for during the year. Employees that have their Health coverage reinstated will be responsible for reimbursing the Proof of other medical coverage is required to participate. Employees can elect to reinstate their Health coverage to waive their medical coverage one year at a time and will be reimbursed \$1,000 by the Township of Hamilton. During open enrollment employees will have the opportunity to waive their medical coverage. Employees can choose 80% Out of Network Benefits

Doctor Co-Pay \$5

deductions.

This program will be offered to all employees in this bargaining unit. This program currently has no payroll Horizon Blue Choice (Point of Service Program)

Doctor Co-Pay \$10

Horizon Blue Card PPO (Preferred Provider Organization)

All employees hired after June 30, 1996 and their eligible dependents remain eligible for this program.

Family \$20

Husband/Wife \$15

Parent/Child \$15

Single \$10

Payroll Deduction

Horizon Traditional Program (Traditional Indemnity Program)

covered under this agreement the following Health Insurance Programs:

SECTION I: The employer shall provide for all employees in this union and their eligible dependents

INSURANCE AND RETIREMENT

ARTICLE XII

The employer shall provide a Vision Care Plan and a UCR plus co-pay Dental Care Program which includes the option of an HMO Program for all its employees and their dependents covered under the agreement.

Vision & Dental

The employee is responsible for the co-pay at the pharmacy.

20% Co-Pay of the cost of the prescription.

15% Co-Pay of the cost of the prescription. (Mail order only)

Retired Employee Co-Pays

Generic Drugs:	\$2
Name Brand Drugs:	\$9

Active Employee Co-Pays

Employees that retire before 07/01/99 will retain the right to submit Drug Prescription insurance claims to the major medical portion of their health insurance.

Employees that retire on or after 07/01/99 will be eligible for a prescription drug card. Retirees are eligible for same prescription medication as active employees. Employees that are eligible for a prescription drug card will no longer have any prescription drug benefits under their health insurance carrier. Only employees that are eligible for medical benefits under section II of this agreement will be eligible for a prescription drug card at retirement.

Prescription Drug Plans

5 years \$ 700 annually

7/1/02 - 6/30/06

salaries, longevity pay on completion of the years of service as of January 1st as listed below:

SECTION I: Longevity Pay: Employees covered by this Agreement shall be paid, in addition to their

WAGE AND SALARY COMPENSATION PROGRAM

ARTICLE XIII

unused sick leave not to exceed \$24,000.00 to the estate of any employee who dies prior to retirement.

In the event of death the Township will pay a lump sum cash payment equal to sixty (60%) percent of the

compensation payment shall not exceed \$24,000.

to the effective date of their retirement, provided however, that such lump sum payment of supplemental family leave benefits based upon the average annual compensation received during the last year of employment, prior (60%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave and family leave benefits which is credited to them on the effective date of their retirement. The supplemental compensation payment to be paid shall be computed at the rate of sixty percent earned and unused accumulated sick leave and family leave benefits which is credited to them on the effective date of retirement System to receive a lump sum payment at retirement as supplemental compensation for each full day of Retirement System to receive a lump sum payment upon normal retirement under the N.J. Public Employee's

SECTION III: All employees shall be entitled upon normal retirement under the N.J. Public Employee's

Programs included.

with applicable statutes, with provisions of Chapter 88 of the Public Laws of 1974: N.J. State Health Benefits SECTION II: Effective January 1, 1980, the Employer agrees to provide retirement benefits in accordance

the details.

all payroll deductions will be automatically pre-taxed. The Personnel Office will manage the program and provide all Employees will be offered a Flexible Spending Account that they can choose to enter voluntarily. However,

shared equally by the employer and the employee, with deductions made through the payroll deduction plan.

Effective January 1, 1992, employees will be enrolled in the N.J. State Disability Program. The cost will be

Automobile Insurance Policy and advise the union in the future of any significant changes in the policy.

for any business of the employer. The employer will provide the union with a copy of the Township liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle shall also provide gap insurance over and above the coverage of an individual employee's private automobile permission. Hamilton Township agrees to conform with current New Jersey State Statutes. The employer Employee. The insurance will provide coverage to anyone driving a vehicle owned by the Employer with The employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Motor Vehicle Regulations.

predicated on the individual maintaining basic automobile insurance and current registration as specified in the N.J. Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is undue hardship on the employee, or when an official Township vehicle is available.

current mileage rate. The requirement to utilize a privately owned vehicle shall not be imposed where it causes Township regulation for such sanctioned use and shall reimburse the employee the Internal Revenue Service's condition of employment uses such vehicle, the Employer will be responsible in accordance with appropriate Whenever an individual employee is authorized and required to use his privately owned vehicle or as a

SECTION II: Transportation Allowance:

above schedule, at the end of the year.
service during any quarter of the calendar year shall be paid the pro-rated sum of longevity pay as set forth in the years of continuous service with the Employer. All employees who have completed the above required years of longevity pay shall be paid to full-time employees only and the amount to be paid shall be based on the

40 years	\$2400 annually
35 years	\$2100 annually
30 years	\$1800 annually
25 years	\$1500 annually
20 years	\$1350 annually (effective Jan 1, 2003)
15 years	\$1025 annually
10 years	\$875 annually

bargeamining units to:

Develop a Joint Salary Range Review Committee, with representatives from both the administration and the

RANGE CHANGES

ARTICLE XV

Payroll deductions shall be made from the employee's paycheck. It shall be the employee's responsibility to obtain, complete, and process the appropriate U.S. Treasury form for purchase.

U.S. SAVINGS BONDS

ARTICLE XVI

SECTION V. UNIFORM ALLOWANCE - Nursing Director Only. \$475 per year.

Salary ranges for all new employees hired after June 30, 1996 shall consist of eight (8) steps.

All eligible employees will receive increments on their anniversary date in each year of this agreement.

The July 1, 2002 wage increase shall be applied to all salary related matters retroactive to July 1, 2002

July 1, 2006.....5%

July 1, 2005.....4.5%

July 1, 2004.....4%

January 1, 2004.....1%

July 1, 2002.....2%

The following across the board wage increases shall be granted to all employees covered by this Agreement

SECTION IV. SALARY PROGRAM:

details, will be provided to Union employees in the Township Personnel Policy Manual.

It is agreed that the Employer will establish a tuition refund program. Information, including application

SECTION III: Tuition Refund Allowance:

The committee shall be responsible to fairly review each request submitted, in a timely manner, and make a recommendation to the administration as to whether a change in salary range is warranted, pointing out those areas that need to be reviewed. The committee shall meet quarterly to review any requests submitted and further evaluate the requests. A final decision will be forwarded to the administration, within 10 days, with their recommendation. The administration will have the final word on range changes but will make determinations based on fairness and taking into consideration the findings of the committee. The administration will respond

Responsibility

To facilitate a fair review of salary range requests with a goal to work towards an equitable salary range taking into consideration such requirements as education, experience, responsibility, skill, working conditions, etc. The main goal is to develop a guide that provides equal pay for work of equal value.

Objective

To review salary range requests submitted by the employees and recommend to the administration areas to be closely scrutinized in determining salary adjustments.

Purpose

JOINT SALARY RANGE REVIEW COMMITTEE

The Salary Review Committee will be established and fully functioning within 3 months of the signing of the bargaining agreements. Should any party not designate the appropriate representative(s) the committee shall function without that unit being represented.

- Establish a uniform format for submitting requests for range changes
- Establish a procedure to review salaries
- Make recommendation to the administration

6.) The committee will forward the final decision to the employee.

decision. The administration will retain full jurisdiction over salaries, the request and the decision of the committee and respond to the committee within 90 days of receiving the decision. The decision will include specific points of why the decision was made. The administration will review decision. The decision shall forward its recommendation to the administration within 10 days of reaching a bargaining unit.

4.) The committee will review all pertinent records, etc., interview respective supervisors and/or department heads and use a predetermined set of guidelines to determine the validity of the request. The bargaining unit representative(s) will not be included in any vote for a determination for any position covered by their request.

3.) The committee shall meet quarterly to review any requests and make a determination as to the merits of the respective collective bargaining agreements.

2.) Employees will have the right to present a range change request in accordance with the terms of their request.

1.) Employee presents a written request for a range study to the committee via their respective bargaining unit, documenting the reason(s) for the request and providing pertinent background information supporting the request.

RANGE REVIEW PROCEDURES

The committee shall be composed of the Union Presidents of each CWA unit and one representative from management, designated by the administration. The bargaining units participating will include CWA Local 1032 Upper Level Supervisors, CWA Local 1040 Lower Level Supervisors, and CWA Local 1042 - White Collar. The chairperson of the committee shall be elected by a majority vote of the entire committee and will serve as chair for a period of one year.

Committee Composition

to the committee, within 90 days, with a written response. The committee will review the response and present it to the employee within 10 days of receiving a response from the administration.

7.) Salary adjustments will be implemented within 30 days of the final decision or as negotiated by the appropriate bargaining unit.	8.) It is the sole responsibility of the employee to provide documentation supporting the request. All requests and information will remain confidential.	9.) Range change reviews can be requested by an employee, the administration or by the committee should they discover a situation meriting review while investigating facts.	10.) Management will reply to the committee and supply written reasons as to why the range change is approved or denied.	11.) As long as management provides written justification no further appeals will be acceptable.	12.) The committee will not examine a range change request more than once during the life of the contract.
requests:		RANGE REVIEW GUIDELINES	A. Skill	Experience	Educational
Many factors enter into establishing an appropriate range for a specific title. With that in mind all parties will meet with an open mind and take into consideration the following areas when reviewing all range change requests:			B. Responsibility	Ability	Duties
			C. Effort		
				Mental	
			D. Working Conditions	Physical	

Management and Union agree to follow all New Jersey Department of Personnel rules and regulations.

residents) with the candidate of its choice.

the career ladder. Management also retains the right to fill all open competitive positions (exams open to

ladder. Positions that the New Jersey Department of Personnel classifies as entry level will be excluded from examinations, by the New Jersey Department of Personnel, will be considered part of the career path or career appointments based upon job descriptions and job functions. All positions that are considered promotional months from the signing of this contract. This ladder will determine which titles can qualify for promotional The Presidents of each bargaining unit and the Personnel Director shall finalize a career ladder within three

CAREER LADDER
ARTICLE XVII

will be shared by both parties.

Contracts shall be printed in booklet form within two (2) months of Contract signing. The cost of the printing

CONTRACT PRINTING

ARTICLE XVI

F. The effect a salary range change may have on other titles

Consideration given to all of the above areas

E. Comparable positions

Environment

Hazards

Location

the seminar, meeting and/or convention is scheduled.

shall be given to the Township by January 1, and the Employer notified no later than thirty (30) days before the time on Township time. Representatives of the Union shall be selected and written notice of their selection by the unit Union Representatives shall be permitted to attend seminars, meetings and conventions for Union business

UNION REPRESENTATIVES

ARTICLE XIX

otherwise be provided herein or specifically reserved for continued negotiation.

all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may

SECTION III: The Employer and the Union acknowledge this to be their complete Agreement inclusive of

renegotiate any provision so affected.

duration of this Agreement. Upon the Request of either party, the Employer and the Union agree to meet and

applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the

judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with

SECTION II: If any provision of this Agreement is subsequently declared by the proper legislative or

utilized to resolve such dispute.

as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be

within twenty (20) days of such request enter negotiations with the Union on the matter involved. If a dispute arises

the date on which the change would reasonably have become known to the employees affected, the Employer shall

Employer will notify the Union. If requested by the Union within ten (10) days of such notice or of such change or of

changes which have the effect of elimination in part or in whole such terms and conditions of employment, the

modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make

the conditions of employment and which conflict with any provision of this Agreement shall be considered to be

SECTION I: Regulatory policies initiated by the Employer which have the effect of work rules governing

COMPLETE AGREEMENT

EFFECT OF AGREEMENT; SAVINGS CLAUSE;

ARTICLE XVII

This Agreement shall be effective as of the last day of JULY 2002, and shall remain in full force and effect through JUNE 30th 2007. It shall be automatically renewed from year to year thereafter unless either party shall give written notice 90 days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The parties agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such, impasse.

TERM OF AGREEMENT

ARTICLE XX

Budget Cap Law or by the Local Finance Board, above the current 4.5%, or if additional budget cap exemptions or exclusions are permitted by amendments to the contract to renegotiate wages if the permitted budget cap increase is more than 0.5% The parties agree to reopen this contract to negotiate the possible implementation of an "Early Retirement Program" if

WAGE REOPENER

permitted to do so by amendments to the State Pension Laws. The parties agree to reopen this contract to negotiate the possible implementation of an "Early Retirement Program" if

PENSION REOPENER

COMMUNICATIONS WORKERS OF AMERICA
AND
THE TOWNSHIP OF HAMILTON
MEMORANDUM OF UNDERSTANDING BETWEEN
HAMILTON TOWNSHIP SUPERVISORY ASSOCIATION
(UPPER LEVEL)

JFR:jdm

overtime, you should give them latitude in adjusting their schedules during the normal working hours. In addition, I expect each of you to treat your division heads as I have treated you in regards to their work schedules. That is, while they will not earn comp time for attendance at night meetings or working required schedules, you should give them latitude in adjusting their schedules during the normal working hours.

books should be continued and used in accordance with Township policy.

In implementing this new policy any comp time which any members of this Union currently have on the

1989.

Superintendents, it has been agreed that the Division Superintendents will no longer earn comp time, effective July 1, 1989. As a result of the negotiations between the Township and the Union representing the Division

RE:

COMP TIME FOR DIVISION SUPERINTENDENTS

DATE: March 13, 1989

FROM:

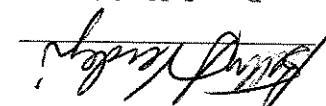
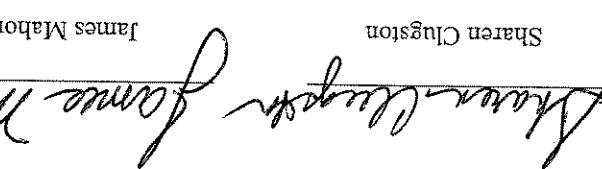
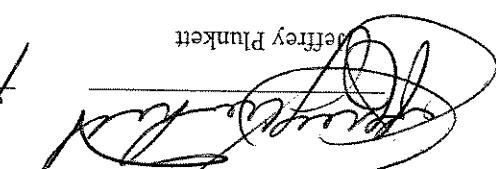
Mayor John K. Rafferty

TO: Directors

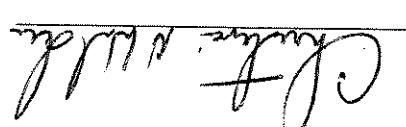
MEMORANDUM

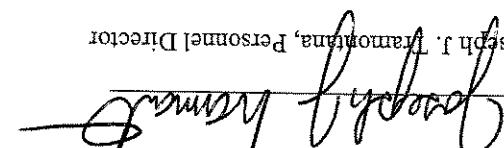
TOWNSHIP OF HAMILTON

Senior Staff Representative, CWA Local 1032
 CWA Staff Representative
 Charles J. Sangmeister

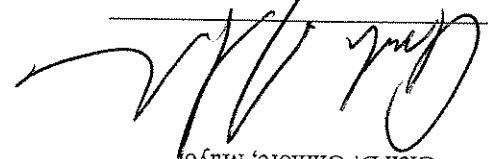
 President, CWA Local 1032
 Bargaining Committee Member
 Bargaining Committee Member
 Jeffrey Plunkett

 Jeffrey Plunkett
 Sharen Clugston
 James Mahon



For the Communications Workers of America, AFL-CIO

Municipal Clerk
 Christina N. Wilder

 Attested By:

Joseph J. Tramontina, Personnel Director


Andrew J. Salemo, Business Administrator

Glen D. Gilmore, Mayor


For the Township of Hamilton